

**IN THE STATE OF MISSISSIPPI
BEFORE THE MISSISSIPPI REAL ESTATE COMMISSION**

MISSISSIPPI REAL ESTATE COMMISSION

COMPLAINANT

VS.

NO. 001-1801

JAMES M. GOODIN, PRINCIPAL BROKER

RESPONDENT

AGREED ORDER

This cause came before the Mississippi Real Estate Commission, sometimes hereinafter "Commission," pursuant to the authority of Miss. Code Ann. §§73-35-1, *et seq.*, as amended, on a Complaint against James M. Goodin, Broker. The Commission was advised that there has been an agreement reached resolving the issues brought forward in this complaint. By entering into this Agreed Order, the Respondent does agree to waive his right to a full hearing and his right to appeal to any circuit court. The Commission does, then, hereby find and order the following:

I.

Respondent James M. Goodin, sometimes hereinafter "Respondent Goodin" is an adult resident citizen of Mississippi whose last known address of record with the Commission is 210 Hillsboro St., Forest, MS. Respondent Goodin is the holder of a real estate broker's license issued by the Commission pursuant to Miss. Code Ann. §§73-35-1, *et seq.*, as amended and, as such, he is subject to all provisions, rules, regulations and statutes governing the sale and transfer of real estate and licensing of real estate brokers under Mississippi law.

II.

The Commission received information that Respondent Goodin was not responsive to the directives of a client. Subsequent investigation revealed that various real estate transaction forms were not properly completed by the Respondent.

III.

On December 12, 2017 the Commission received a sworn statement of complaint from Thornese Brooks, P. O. Box 856 Newton, MS 39345. Her complaint was made against James M. Goodin, principal broker of Goodin Realty, LLC, located at 210 Hillsboro St. Forest, MS 39074.

IV.

Brooks entered into a listing agreement with Respondent Goodin that was effective from 2/9/17 through 8/9/17. Brooks claimed that she was never given a copy of this form. Further, she said that for days her property was not placed on Facebook or any websites for advertising by Respondent Goodin. She texted Respondent Goodin on April 6 to inform him that his realty sign was missing from the property and inquired if he removed it. There was no reply from the Respondent.

V.

Dissatisfied by what Brooks believed to be a lack of diligence on the part of Respondent Goodin, Brooks sent Respondent Goodin a cancellation of listing letter. However, a week later she texted Respondent Goodin again asking him to ignore the cancellation letter and to reduce the selling price of her house. The next day, Brooks sent another text to cancel her listing. Respondent Goodin replied to Brooks, saying he would cancel the listing but thought he was still capable of finding a buyer for her property. Brooks replied that she wanted to do a quick sale.

Respondent Goodin said he would post the reduction in price on Facebook that same day (Friday July 21) but it would be that next Monday before the change could be made to his website. Brooks noticed 3 weeks later that this was not done and so she sent another text to Respondent Goodin on 8/10/17 to cancel the listing. Worth noting is that the listing agreement had expired the day before.

VI.

On February 8, 2018, the Commission's requested response from Goodin was received. Respondent Goodin stated that he met with Brooks on February 9, took pictures of the house and put a realty sign in the yard. At that time, Respondent Goodin claimed that Brooks followed him to his office where he gave Brooks a copy of the documents she signed. Respondent Goodin stated that showed the house to one individual and spoke to two other investors. Respondent Goodin said he did speak to Brooks about the missing yard sign, claiming Brooks told him that she suspected the tenants had removed it and so, for that reason, Respondent Goodin says he did not replace it. Respondent Goodin stated that when he was asked by Brooks to reduce the price, he was on vacation and admitted it was his negligence that he forgot to change the price on his company website. However, he claimed he changed it on social media postings. Respondent Goodin also admitted that he did not convey to Brooks a \$20,000 offer for her property.

VII.

Respondent Goodin included a copy of a WWREB form that contained the necessary signatures but no dates, and that form showed only the disclosed dual agent form checked. The Seller's agent box was blank but should have been checked also. Further, the listing agreement for this transaction did not include a listing or selling price, again, a necessary and required term under Commission rules.

VIII.

The above and foregoing described acts and omissions of the Respondent constitutes violations of the Mississippi Real Estate Brokers License Act of 1954, as amended, §§73- 35-1, *et seq.*, Miss. Code Ann., and the Rules and Regulations of the Commission, and, more specifically, §73-35-21(1)(n), and Commission Rules 3.2A and 4.2 G(5) which provide, in relevant parts:

§73-35-21(1)(n) Any act or conduct, whether of the same or a different character than hereinabove specified, which constitutes or demonstrates...incompetency... or improper dealing...

Rule 3.2 Documents

A. A real estate licensee shall immediately (at the time of signing) deliver a true and correct copy of any instrument to any party or parties executing the same.

Rule 4.2 (G) (5) Reasonable skill, care and diligence - the agent must perform all duties with the care and diligence which may be reasonably expected of someone undertaking such duties.

DISCIPLINARY ORDER

THEREFORE, by agreement, understanding and consent, the Commission ORDERS discipline as follows:

As to James Goodin: 30 days of full license suspension, followed by 11 months of probation. Additionally, and within 60 days of Goodin signing this order, Goodin is to complete eight (8) hours of mandatory continuing education consisting of four (4) hours in agency; two (2) hours in license law; and two (2) hours in contract law. All courses must

be those already approved by the Commission prior to being taken and be administered by a Mississippi approved CE provider in a classroom setting (not online). This mandatory continuing education would be in addition to any other continuing education previously taken as well as any required for renewal of his license and, further, cannot be the same continuing education courses from the same provider previously completed for the renewal of his license during the last two (2) renewal periods. Written evidence of satisfactory completion of the courses shall be promptly furnished to the Commission.

So Ordered this the 4th day of FEBRUARY, 2019.

MISSISSIPPI REAL ESTATE COMMISSION



BY:

Robert E. Praytor
ROBERT E. PRAYTOR, Administrator

AGREED:

James M. Goodin

James M. Goodin, Broker

DATE:

1-30-2019